JOBNAME: No Job Name PAGE: 1 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

SCK Group Bhd & Anor v Sunny Liew Siew Pang & Anor

COURT OF APPEAL (PUTRAJAYA) — CIVIL APPEAL NO W-02–902 OF 2007
LOW HOP BING, MOHD HISHAMUDIN AND ZAHARAH IBRAHIM JJCA
7 OCTOBER 2010

Tort — Conspiracy — Elements of — Standard of proof required — Whether tort of conspiracy to defraud proven

The second plaintiff was the wholly owned subsidiary of the first plaintiff. Sydney Lim ('Lim'), Cheong Ho Kuan ('Cheong') and Wisun Soon ('Soon') were appointed as directors of the first and second plaintiffs. One Yeoh Lam Jit ('Yeoh') was appointed as the chief executive officer ('CEO') of both the plaintiffs. The second plaintiff made the following payments to the defendants' firm for professional work and disbursements incurred: (i) RM105,385' in relation to a petition filed by several shareholders under s 181 of the Companies Act 1965; (ii) RM50,080 in relation to a joint-venture agreement between the second plaintiff and one Euro Incentive Sdn Bhd; (iii) RM90,300.50 and RM64,000 respectively in relation to an ex parte originating summons application filed by Yeoh in his personal capacity, seeking a scheme of arrangement and the restructuring of the plaintiffs and their subsidiaries; (iv) RM154,704.40 in respect of a series of transactions for the acquisition by Eastwards Ventures Sdn Bhd of an entity known as CY Properties Sdn Bhd; (v) RM31,939 for professional work done in respect of KIK Sdn Bhd and Sujitec Sdn Bhd; (vi) RM47,465 in respect of a transaction in which Yeoh was negotiating to sell his personal shareholding in the first plaintiff to another individual; and (vii) RM25,000 for administration of 'Litigation Fund' pursuant to the resolution for the non-refundable litigation fund. Subsequently Yeoh resigned as the CEO while all the directors were removed by the shareholders. The plaintiffs then filed this suit against the defendants based on the tort of conspiracy to defraud the plaintiffs. The plaintiffs' writ was dismissed by the High Court. Hence this appeal by the plaintiffs. Learned counsel for the plaintiffs submitted that assets of a company cannot be used for the purpose of funding the directors' personal litigation.

Held, dismissing the appeal with costs:

(1) For tort of conspiracy, there must be an unlawful object, or, if not in itself unlawful, it must be brought about by unlawful means. There must be a co-existence of an agreement with an overt act causing damage to the plaintiffs. The tort is complete only if the agreement is carried into effect,

JOBNAME: No Job Name PAGE: 2 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

thereby causing damage to the plaintiffs. In order to succeed in a claim based on the tort of conspiracy, the plaintiffs must establish: (i) an agreement between two or more persons; (ii) for the purpose of injuring the plaintiff; and (iii) acts done in the execution of that agreement resulted in damage to the plaintiff (see para 14).

(2) As the tort of conspiracy to defraud involves an element of fraud, the standard of proof required is very high. It is proof beyond reasonable doubt (see para 15). *Yong Tim v Hoo Kok Chong & Anor* [2005] 3 CLJ 229 referred; *Asean Security Paper Mills Sdn Bhd v CGU Insurance Bhd* [2007] 2 CLJ 1 referred.

(3) Although the plaintiffs alleged that Yeoh, Cheong, Soon and Lim had conspired with the defendants to defraud the plaintiffs, the plaintiffs had not named these alleged co-conspirators as co-defendants in the action. The learned trial judge found that the evidence of the plaintiffs' only witness (PW1) had not established the existence of any agreement between the defendants and the alleged co-conspirators in order to cause damage to the plaintiffs, nor was there any act done by them in execution thereof. Further, the plaintiffs failed to adduce any evidence to prove the defendants' dishonesty (see para 23).

[Bahasa Malaysia summary

Plaintif kedua merupakan anak syarikat milik penuh plaintif pertama. Sydney Lim ('Lim'), Cheong Ho Kuan ('Cheong') and Wisun Soon ('Soon') dilantik sebagai pengarah-pengarah plaintif pertama dan kedua. Seorang yang bernama Yeoh Lam Jit ('Yeoh') dilantik sebagai ketua pegawai eksekutif ('CEO') kedua-dua plaintif. Plaintif kedua membuat bayaran berikut kepada firma defendan-defendan untuk kerja-kerja profesional dan pembayaran yang dikenakan: (i) RM105,385 berkaitan dengan petisyen yang difailkan oleh beberapa pemegang saham di bawah s 181 Akta Syarikat 1965; (ii) RM50,080 berkaitan dengan satu perjanjian usahasama di antara plaintif kedua dan Euro Incentive Sdn Bhd; (iii) RM90,300.50 dan 64,000 masing-masing berkaitan dengan satu permohonan saman pemula ex parte yang difailkan oleh Yeoh di dalam kapasiti peribadinya, memohon skim penyusunan dan penstrukturan semula plaintif-plaintif dan anak syarikatnya; (iv) RM154,704.40 berkaitan dengan satu siri transaksi untuk pengambilan oleh Eastwards Ventures Sdn Bhd satu entiti yang dikenali sebagai CY Properties Sdn Bhd; (v) RM31,939 untuk kerja-kerja professional yang dilakukan berkaitan dengan KIK Sdn Bhd dan Sujitec Sdn Bhd; (vi) RM47,465 berkaitan dengan satu transaksi di mana Yeoh sedang berunding untuk menjual pegangan saham peribadinya di dalam plaintif pertama kepada seorang lagi individu; dan (vii) RM25,000 untuk pentadbiran 'Litigation Fund' berikutan resolusi untuk dana litigasi tidak boleh dipulangkan. Kemudian Yeoh berhenti kerja sebagai CEO sementara kesemua pengarah dibuang sebagai pemegang saham. Plaintif-plaintif kemudian memfailkan guaman ini terhadap defendan-defendan berdasarkan

JOBNAME: No Job Name PAGE: 3 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

tort konspirasi untuk memfraud plaintif-plaintif. Writ plaintif-plaintif ditolak oleh Mahkamah Tinggi. Maka rayuan ini oleh plaintif-plaintif. Peguam terpelajar plaintif-plaintif menghujah bahawa aset-aset syarikat tidak boleh digunakan untuk tujuan menampung litigasi peribadi pengarah-pengarah tersebut.

Diputuskan, menolak rayuan dengan kos:

(1) Untuk tort konspirasi, perlu terdapat objek yang salah di sisi undang-undang, atau jika tidak salah di sisi undang-undang, ia mesti dilakukan secara yang salah di sisi undang-undang. Perlu ada kewujudan bersama satu perjanjian dengan tindakan salah untuk menyebabkan kerugian kepada plaintif-plaintif. Tort tersebut hanya lengkap jika perjanjian tersebut dilakukan, dengan itu menyebabkan kerugian kepada plaintif-plaintif. Untuk berjaya di dalam satu tuntutan yang berdasarkan tort konspirasi, plaintif-plaintif mesti membuktikan: (i) satu perjanjian di antara dua orang atau lebih; (ii) untuk tujuan menyakitkan plaintif; dan (iii) tindakan-tindakan dilakukan dalam pelaksanaan perjanjian itu mengakibatkan kerugian kepada plaintif (lihat perenggan 14).

(2) Oleh kerana tort konspirasi untuk memfraud melibatkan elemen fraud, standard pembuktian yang diperlukan adalah sangat tinggi. Ia adalah bukti melampaui keraguan yang munasabah (lihat perenggan 15). *Yong Tim v Hoo Kok Chong & Anor* [2005] 3 CLJ 229 dirujuk; *Asean Security Paper Mills Sdn Bhd v CGU Insurance Bhd* [2007] 2 CLJ 1 dirujuk.

(3) Walaupun plaintif-plaintif mendakwa bahawa Yeoh, Cheong, Soon dan Lim telah berkonspirasi dengan defendan-defendan untuk memfraud plaintif-plaintif, plaintif-plaintif tidak menamakan pelaku konspirasi bersama sebagai defendan-defendan bersama di dalam tindakan tersebut. Hakim bicara yang bijaksana mendapati bahawa keterangan satu-satunya saksi plaintif-plaintif (PW1) tidak membuktikan kewujudan apa-apa perjanjian di antara defendan-defendan dan pelaku konspirasi bersama yang didakwa untuk menyebabkan kerugian kepada plaintif-plaintif, dan juga tidak ada apa-apa tindakan dilakukan oleh mereka dalam melaksanakannya. Selanjutnya, plaintif-plaintif gagal untuk mengemukakan apa-apa keterangan untuk membuktikan ketidakjujuran defendan-defendan (lihat perenggan 23).]

Notes:

For cases on elements on conspiracy, see 12 *Mallal's Digest* (4th Ed, 2005 Reissue) paras 64–67.

Cases referred to

Asean Security Paper Mills Sdn Bhd v CGU Insurance Bhd [2007] 2 CLJ 1, FC (refd)

JOBNAME: No Job Name PAGE: 4 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

CG & L Investment Ltd, Re and Wyatt Estate Ltd [1992] 1 HKC 78, CA (refd)
Chai Kah Sim v Ishak bin Saad [1986] 2 MLJ 132, SC (refd)
Crossmore Electrical and Civil Engineering Ltd, Re [1989] BCLC 137, HC (refd)
Dato' Tan Toh Hua & Ors v Tan Toh Hong & Ors [2001] 1 MLJ 369, CA (refd)
Davies v Thomas [1920] 2 Ch 189 (refd)
Hydrosan Ltd, Re [1991] BCLC 418, HC (refd)
Jaafar bin Shaari & Anor (suing as administrators of the estate of Shofiah bt Ahmad, deceased) v Tan Lip Eng & Anor [1997] 3 MLJ 693, FC (refd)
Jeremiah v Lee Yew Kwai [1966] 1 MLJ 59, PC (refd)
Koh Jui Hiong @ Koa Jui Heong & Ors v Ki Tak Sang @ Kee Tak Sang & Ors [2009] 8 MLJ 818, HC (refd)
MBF Finance Bhd v Sim Peng Bee @ Sim Bay Bee & Anor [2003] 5 MLJ 303, HC (refd)
Marrinan v Vibart [1962] 1 All ER 869
Nuri Asia Sdn Bhd v Fosis Corp Sdn Bhd & Anor [2006] 3 MLJ 249, HC (refd)
RHB Bank, Sime Bank Bhd (formerly known as United Malayan Banking Corp Bhd) v Treasure Island Resorts Sdn Bhd & Ors [2004] 4 CLJ 773, CA (refd)
Re A company (No 004502 of 1988), ex p Johnson [1992] BCLC 701, HC (refd)
Re A company (No 1126 of 1992) [1994] 2 BCLC 146, HC (refd)
Saminathan v Pappa [1981] 1 MLJ 121, PC (refd)
Seah Siang Mong v Ong Ban Chai & Another Case [1998] 1 CLJ Supp 295, HC (refd)
Tan Sri Khoo Teck Puat & Anor v Plenitude Holdings Sdn Bhd [1993] 1 MLJ 113; [1993] 2 CLJ 146, SC (refd)
Tenaga Nasional Bhd v Perwaja Steel Sdn Bhd [1995] 4 MLJ 673; [1995] 4 CLJ 670 (refd)
Yong Tim v Hoo Kok Chong & Anor [2005] 3 CLJ 229, FC (refd)

Legislation referred to

Evidence Act 1950 s 101(1), (2)
Companies Act 1965 s 181

N Navaratnam (Wong Wye Wah with him) (Kadir, Andri & Partners) for the appellant.
Andrew Khoo (Khoo & Sidhu) for the respondent.

Low Hop Bing JCA (delivering judgment of the court):

APPEAL

[1] After a full trial, the Kuala Lumpur High Court dismissed with costs the claim of the appellants ('the plaintiffs'). On 31 May 2010, we heard and dismissed the plaintiffs' appeal against the decision of the High Court. We now give our grounds.

JOBNAME: No Job Name PAGE: 5 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

A FINDING OF FACTS BY HIGH COURT

[2] The second plaintiff is the wholly owned subsidiary of the first plaintiff.

B **[3]** On 14 July 1997, Wong Kok Poh ('PW1') and one Rita Tan resigned as directors of the first and second plaintiffs, while Sydney Lim ('Lim'), Cheong Ho Kuan ('Cheong') and Wisun Soon ('Soon') were appointed as executive directors of the first plaintiff.

C **[4]** On 21 July 1997, one Yeoh Lam Jit ('Yeoh') was appointed as the chief executive officer ('CEO') of the first and second plaintiffs. Lim, Cheong and Soon were appointed to the board of directors of the second plaintiff and other subsidiaries of the first plaintiff.

D **[5]** On 10 April 1998, four shareholders of the first plaintiff commenced a petition under s 181 of the Companies Act 1965 against Yeoh, Lim, Cheong and Soon vide Originating Petition No D2–26–17 of 1998 ('the s 181 petition') alleging, inter alia, that the affairs of the first plaintiff are managed in an oppressive and prejudicial manner. The first plaintiff was named as a party.

E **[6]** On 11 April 1998, an ex parte order was made in the s 181 petition, appointing two public accountants from Arthur Andersen as receivers and managers ('R & M') of the first plaintiff. The R & M then took over the powers and duties of the first plaintiff's directors. On 19 June 1998, the ex parte order
F was set aside.

[7] On 18 June 1998, Yeoh filed an ex parte Originating Summons No D2–24–267 of 1998 ('the ex parte OS') in his personal capacity, seeking a scheme of arrangement and the restructuring of the plaintiffs and their
G subsidiaries. On 20 June 1998, an order in terms was made in the ex parte OS to last for three months.

[8] On 1 July 1998, PW1 and Rita Tan filed Suit No S2–23–44 of 1998 against Soon ('the defamation suit'). On 11 August 1998 and 4 September
H 1998, the defendants' firm, M/s Liew Hazalina, filed a memorandum of appearance and defence respectively for Soon in the defamation suit.

[9] The second plaintiff made payments to the defendants' firm, itemised as
I follows:

(a) invoice No SJY 908192 L1(001) for RM105,385 for legal work done and disbursements incurred in the s 181 petition;

JOBNAME: No Job Name PAGE: 6 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

(b) invoice No SJY 980179 C4(001) for RM50,080 to the first plaintiff for professional work done and disbursements incurred with regard to the joint-venture agreement between the second plaintiff and one Euro Incentive Sdn Bhd;

(c) invoice No SJY 980120 L1 and SJY 980120 L1(004) for RM90,300.50 and RM64,000 respectively for professional work and disbursements incurred in relation to the ex parte OS;

(d) invoice No SJY 97006 C1(001) for the sum of RM154,704.40, being professional fees and disbursements incurred in respect of a series of transactions for the acquisition by Eastwards Ventures Sdn Bhd of an entity known as CY Properties Sdn Bhd;

(e) invoice No SJY 970178 C1(002) for RM31,939 to the first plaintiff for professional work and disbursements done in respect of KIK Sdn Bhd and Sujitec Sdn Bhd;

(f) invoice No SJC 980050 C1(001) for RM47,465 to the first plaintiff for professional work done and disbursements incurred in respect of a transaction in which Yeoh was negotiating to sell his personal shareholding in the first plaintiff to another individual; and

(g) RM25,000 to the defendants for administration of 'Litigation Fund' pursuant to the resolution for the non-refundable litigation fund.

[10] On 18 September 1998, at the annual general meeting of the first and second plaintiffs, Yeoh resigned as the CEO while all the directors were removed by the shareholders.

[11] On 30 September 1998, a new board of directors rescinded the resolution for the non-refundable litigation fund.

[12] Subsequently, the plaintiffs filed the writ of summons against the defendants in the High Court based on the tort of conspiracy to defraud the plaintiffs. The plaintiffs' writ was dismissed by the High Court. Hence this appeal by the plaintiffs.

CONSPIRACY TO DEFRAUD: BURDEN AND STANDARD OF PROOF

[13] The plaintiffs, who desire the court to give judgment as to the legal right or liability, dependent on the existence of facts which he asserts in relation to the tort of conspiracy to defraud the plaintiffs, bear the burden of proving their case. Section 101(1) and (2) of the Evidence Act 1950 merit reproduction as follows:

JOBNAME: No Job Name PAGE: 7 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

A 101 Burden of proof —

(1) Whoever desires any court to give judgment as to any legal right or liability, dependent on the existence of facts which he asserts, must prove that those facts exist.

B (2) When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

(See eg *MBF Finance Bhd v Sim Peng Bee @ Sim Bay Bee & Anor* [2003] 5 MLJ 303; *Tenaga Nasional Bhd v Perwaja Steel Sdn Bhd* [1995] 4 MLJ 673; [1995] 4 CLJ 670, *Nuri Asia Sdn Bhd v Fosis Corp Sdn Bhd & Anor* [2006] 3 MLJ 249 at p 254; and *Koh Jui Hiong @ Koa Jui Heong & Ors v Ki Tak Sang @ Kee Tak Sang & Ors* [2009] 8 MLJ 818 at pp 827 and 828).

D **[14]** The tort of conspiracy is not constituted by the conspiratorial agreement alone. For conspiracy to take place, there must also be an unlawful object, or, if not in itself unlawful, it must be brought about by unlawful means: see *Davies v Thomas* [1920] 2 Ch 189 per Warrington LJ, and *Seah Siang Mong v Ong Ban Chai & Another Case* [1998] 1 CLJ Supp 295 (HC) per Ghazali J (now FCJ). There must be a co-existence of an agreement with an E overt act causing damage to the plaintiffs. Hence, this tort is complete only if the agreement is carried into effect, thereby causing damage to the plaintiffs. In order to succeed in a claim based on the tort of conspiracy, the plaintiffs must establish:

F (a) an agreement between two or more persons;

(b) for the purpose of injuring the plaintiff; and

(c) acts done in the execution of that agreement resulted in damage to the plaintiff: *Marrinan v Vibart* [1962] 1 All ER 869 at p 871 per Salmon J; G and *Halsbury's Laws of England* (4th Ed) Vol 45 at p 271, as applied by Ghazali J (now FCJ) in *Seah Siang Mong*.

[15] As the tort of conspiracy to defraud involves an element of fraud, the H standard of proof required is very high. It is proof beyond reasonable doubt. In *Yong Tim v Hoo Kok Chong & Anor* [2005] 3 CLJ 229 at pp 233a–g, 234a–h and 235a–d, Steve Shim CJ (Sabah and Sarawak) (as he then was) applied the Privy Council advice given by Lord Diplock in *Saminathan v Pappa* [1981] 1 MLJ 121 and held that the standard of proof for fraud in civil proceedings is I proof beyond reasonable doubt. This high standard of proof was reaffirmed by the Federal Court in *Asean Security Paper Mills Sdn Bhd v CGU Insurance Bhd* [2007] 2 CLJ 1 where Nik Hashim FCJ (as he then was) said at p 19 [12] that 'It is now settled law that the standard of proof required where there is allegation of fraud in civil proceedings must be one beyond reasonable doubt

JOBNAME: No Job Name PAGE: 8 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

and not on a balance of probabilities'. (See also *Seah Siang Mong*.)

EVIDENCE

[16] The plaintiffs' learned counsel, Mr N Navaratnam (assisted by Ms Wong Wye Wah) submitted that it is trite law that assets of a company cannot be used for the purpose of funding the directors' personal litigation. Reference was made to:

(a) *Dato' Tan Toh Hua & Ors v Tan Toh Hong & Ors* [2001] 1 MLJ 369 (CA);

(b) *Re Crossmore Electrical and Civil Engineering Ltd* [1989] BCLC 137 HC;

(c) *Re Hydrosan Ltd* [1991] BCLC 418 HC;

(d) *Re A company (No 004502 of 1988), ex p Johnson* [1992] BCLC 701 HC;

(e) *Re CG & L Investment Ltd and Wyatt Estate Ltd* [1992] 1 HKC 78 (CA); and

(f) *Re A company (No 1126 of 1992)* [1994] 2 BCLC 146 HC.

[17] Learned counsel Mr Andrew Khoo contended for the defendants that the plaintiffs had failed to establish the tort of conspiracy to defraud the plaintiffs beyond reasonable doubt.

[18] The issue raised in the instant appeal is whether the plaintiffs have adduced sufficient evidence to establish beyond reasonable doubt their claim against the defendants founded on the tort of conspiracy to defraud the plaintiffs.

[19] We note that the submission presented for the plaintiffs and all the six authorities cited in support thereof did not concern the plaintiff's claim, which is based on the tort of conspiracy to defraud the plaintiffs. Having had the opportunity of considering all the aforesaid six authorities, we are of the view that none of them contains any ratio or proposition of law to support this tort. These authorities also do not expound on the burden and standard of proof required for this tort. Hence, we take the view that they are clearly of no assistance to the plaintiffs in the instant appeal.

[20] Next, it is significant for us to observe that although the plaintiffs' claim alleged that Yeoh, Cheong, Soon and Lim had conspired with the defendants to defraud the plaintiffs, the plaintiffs had not named these alleged co-conspirators as co-defendants in the action. The plaintiffs also did not give any reason or explanation therefor.

JOBNAME: No Job Name PAGE: 9 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

[21] The learned trial judge pointed out that the evidence of the plaintiffs' only witness (PW1) had not established the existence of any agreement between the defendants and the alleged co-conspirators in order to cause damage to the plaintiffs, nor was there any act done by them in execution thereof.

[22] In evaluating the evidence adduced for the defendants, the learned trial judge found that the first defendant, Sunny Liew Siew Pang (DW1) was instructed by the plaintiffs' then representatives to do work on behalf of the plaintiffs, and that the defendants carried out the professional work according to the plaintiffs' instructions. The defendants then sent the said invoices to the plaintiffs for the work actually carried out. The invoices for which the defendants had been paid are to be found at pp 53–54 (P19), 55–56 (P21), 57–59 and 63–64 (P22), 65–66 (P26), 109 (P31) and 110 (P33) of 'Ikatan Dokumen-Dokumen Plaintif Yang Mana Keesahannya Dipersetujui Dan Kandungannya Diakui': bundle B, by which the plaintiffs are deemed to have agreed and admitted the truth of the particulars and contents thereof. In *Jaafar bin Shaari & Anor (suing as administrators of the estate of Shofiah bt Ahmad, deceased) v Tan Lip Eng & Anor* [1997] 3 MLJ 693 (FC), at p 707, Peh Swee Chin FCJ (as he then was) said '... if there are any express conditions or terms in regard to the inclusion of any document to the agreed bundle, then the document would have to be dealt with according to and subject to such express conditions'.

[23] Further, paras 13, 14 and 15 of the plaintiffs' amended statement of claim averred that the defendants have dishonestly assisted the alleged co-conspirators to defraud the plaintiffs. The plaintiffs' evidence of alleged dishonesty was actually directed against the alleged co-conspirators. The learned trial judge made a specific finding of facts that the plaintiffs have failed to adduce any evidence to prove the defendants' dishonesty, and that the payments to the defendants were made in accordance with the invoices issued by the defendants, for work done on the instructions of the previous management of the plaintiffs.

[24] We are of the view that the learned trial judge's specific finding of facts was based on and supported by evidence adduced before him. In the absence of any error, there is no ground for us to embark on any appellate interference: see eg:

(a) *RHB Bank, Sime Bank Bhd (formerly known as United Malayan Banking Corp Bhd) v Treasure Island Resorts Sdn Bhd & Ors* [2004] 4 CLJ 773 (CA);

(b) *Chai Kah Sim v Ishak bin Saad* [1986] 2 MLJ 132 (SC);

(c) *Jeremiah v Lee Yew Kwai* [1966] 1 MLJ 59 (PC); and

JOBNAME: No Job Name PAGE: 10 SESS: 1 OUTPUT: Mon Aug 22 09:07:33 2011
//caseml/case/mlj/01_-_sck_group_berhad_184594_126936_01

(d) *Tan Sri Khoo Teck Puat & Anor v Plenitude Holdings Sdn Bhd* [1993] 1 MLJ 113; [1993] 2 CLJ 146 (SC).

CONCLUSION

[25] On the foregoing grounds, we held that the learned trial judge was right in dismissing the plaintiffs' claim against the defendants. This appeal, being without merits, was dismissed with costs of RM15,000. The decision of the High Court was affirmed. Deposit to the respondents (defendants) on account of the fixed costs.

Appeal dismissed with costs.

Reported by Kanesh Sundrum